

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

WAYMO LLC,

Plaintiff,

v.

UBER TECHNOLOGIES, INC., *et al.*,

Defendants.

No. C 17-00939 WHA

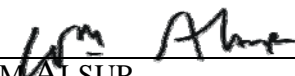
**NOTICE RE QUESTIONS FOR
HEARING ON DEFENDANTS'
MOTION TO COMPEL
ARBITRATION**

At the hearing this Thursday, both sides should please be prepared to succinctly address the following questions with copies of relevant case law highlighted and ready to hand up to the judge, as well as extra copies for opposing counsel. Unless otherwise requested, please limit supporting case law to one on-point decision per issue.

1. Will Waymo forgo any reliance in this case on any employment or other agreement with Levandowski containing an arbitration clause? Will Waymo seek to use any such agreement for any purpose in this case?
2. Will Waymo forgo any claims in any forum against Levandowski similar to those asserted herein that rely on any agreement containing an arbitration clause?
3. How would provisional relief work in this case if sent to arbitration? Would provisional relief in arbitration be backed up by the contempt power of the court? Has any reported decision ever dealt with this issue?

1 4. How much discovery and motion practice have occurred in Waymo's arbitration
2 proceedings against Levandowski to date?

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5 Dated: April 25, 2017.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE